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Title: **Jefferson, County of and Jefferson County Deputy Sheriffs Association, Security and Law Enforcement Employees Council 82, AFSCME, AFL-CIO, Local 3928 (2001)**

Employer Name: **Jefferson, County of**

Union: **Jefferson County Deputy Sheriffs Association, Security and Law Enforcement Employees Council 82, AFSCME, AFL-CIO**

Local: **3928**

Effective Date: **01/01/01**

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DEP/7030

AGREEMENT BETWEEN
THE BOARD OF LEGISLATORS
REPRESENTING THE COUNTY OF JEFFERSON
and the
JEFFERSON COUNTY
DEPUTY SHERIFF'S ASSOCIATION
LOCAL 3928

Security and Law Enforcement Employees Council 82, AFSCME, AFL-CIO

January 1, 2001 to December 31, 2003

Received

7/25/05

TERMS AND CONDITIONS OF EMPLOYMENT

Article I - A. Hours of Work

Section 1. The normal work day will not exceed eight hours.

Section 2. The regular work week for all personnel shall be 40 hours per week consisting of 5 consecutive days of 8 hours each with 2 consecutive days off. For purposes of overtime calculations, the work week shall commence at 12:01 a.m. Sunday and end at 12 midnight Saturday.

The Sheriff will issue general orders regarding briefing time the payroll period following ratification of this agreement for all employees. Commencing with the issuance of the general orders, briefing time shall be 15 minutes prior to beginning of the shift and compensable only for employees reporting for the start of the scheduled shift, i.e., a maximum of one briefing period per day per employee.

Effective April 15, 1986, employees covered by this agreement shall be paid time and one-half for hours worked over 40. For purposes of this agreement, vacation leave shall be construed as time worked. Effective upon ratification of this agreement, holiday leave shall be construed as time worked.

Section 3.

- a. Shift schedules shall be determined by the Sheriff.
 - b. The Sheriff will give prime consideration to seniority in the establishment of staffing patterns whenever it is feasible and consistent with demands on the department and staffing available.
 - c. With the exception of emergency and overtime situations, employees will be provided with a minimum of 8 hours between shifts.

B. Compensation

Section 1. Compensation for employees shall be based on the salary tables in Appendix A.

Section 2. Employees shall begin employment at the hiring salary for the grade unless the Human Resources Committee determines that the needs of their services require that compensation be fixed at a higher salary. Upon recommendation of the Department Head and approval by the Jurisdictional Committee of the Board of Legislators, the Human Resources Committee may approve increases for employees covered by this agreement in addition to those negotiated.

Section 3. ARTICLE I B. Compensation

Section 3. Employees shall receive a salary increase of 3% effective January 1, 2001; a 3% increase effective January 1, 2002; and a 2.5% increase effective January 1, 2003. In addition, employees not at the top of the grade shall move to the next step on January 1, 2001, and January 1, 2002, and January 1, 2003. No employee may exceed the maximum of the grade. Employees hired after July 1st in each year shall not be eligible for step movement the following year. Retroactive salary payments shall be made to current employees only.

In addition, employees not at the top of the grade shall move to the next step on January 1, 2001, and January 1, 2002, and January 1, 2003, and January 1, 1998, and January 1, 1999 and January 1, 2003. No employee may exceed the maximum of the grade. Employees hired after July 1st in each year shall not be eligible for step movement the following year.

- Section 4. A shift differential of five percent of their base salary shall be paid for all hours worked by an employee when a majority of their regularly scheduled shift hours occur before 8:00 a.m. or after 4:00 p.m. The differential will only be paid for assignments of four hours' duration or longer, on a scheduled shift that occurs before 8:00 a.m. or after 4:00 p.m.
- Section 5. A longevity benefit will be awarded to employees in accordance with the salary schedule after ten (10), fifteen (15), twenty (20), and twenty-five (25) years of full-time continuous service. Such longevity payment will be tendered to the employee in the payroll period nearest the longevity anniversary date.
- Section 6. When an employee is promoted, he shall receive a six percent increase over the salary he would have otherwise received and be placed in the next appropriate step for the new grade. No one shall exceed the top of the range for the new grade.
- Section 7. Call-In Pay
Whenever an employee is brought back to work for an unscheduled duty assignment, he shall be paid for a minimum of three (3) hours at regular rates. For purposes of this section, court appearances and subpoenas are considered as scheduled duty assignments.
- Section 8. Sheriff's Deputies shall be entitled to retroactive Sergeant's pay after being assigned in that capacity for eight consecutive hours. Payment shall be an additional 80¢ per hour.
- Section 9. Safety Requests
1. Safety screens shall be installed in all marked patrol vehicles.
2. Shotguns shall be standard equipment in all patrol vehicles and detectives' cars.
3. Two officers shall be assigned to escort transportation of prisoners out of the County. Such assignment of officers shall be at the Sheriff's discretion.
4. There shall be an annual requirement of 16 hours of weapons qualification for employees of the criminal division and 8 hours of weapons qualification for all other employees required to use firearms.
- Section 10. a. Employees shall be required to take an annual physical examination. The Employer shall reimburse up to \$75.00 per year toward the cost of the physical for the amount not covered by the employees' health insurance plan upon submission of an approved claim statement. The Sheriff shall receive a copy of the results of the physical within two (2) weeks after the completion of the exam.

b. Employees are expected to maintain a level of physical fitness commensurate with the demands of their position. Employees hired after 1/1/98 will be required to meet the following standards in a physical screening test administered annually as a duty assignment.

Physical Screening Exam

Sit-up:	Muscular Endurance - The score indicated below is the number of bent leg sit-ups performed in one minute.
Flex	Flexibility - The "sit and reach" test measures the range of motion of the lower back and hamstrings. This portion involves stretching out to touch the toes and beyond with extended arms from the sitting position. The score is in inches reached in a yardstick with the 15" mark being at the toes.
Bench	Absolute Strength - One (1) repetition maximum bench press using Dynamic Variable Resistance (DVR) protocol. The score indicated below is a ratio of weight pressed divided by body weight.
1.5 Mile Run	Cardiovascular Capacity - The score indicated below is calculated in minutes:seconds.

Standards by Gender, Age And Test Category

<u>AGE/SEX</u>	<u>TEST</u>			
<u>MALE</u>	SIT-UP	FLEX	PUSH-UP	1.5 MI RUN
20-29	38	16.5	29	12:51
30-39	35	15.5	24	13:36
40-49	29	14.3	18	14:29
50-59	24	13.3	13	15:26
60+	19	12.5	10	16:43
<u>FEMALE</u>				
20-29	32	19.3	15	15:26
30-39	25	18.3	11	15:57
40-49	20	17.3	9	16:58
50-59	14	16.8	9	17:54
60+	6	15.5	9	18:44

As an incentive to promote employee health and fitness and to promote the effective delivery of public safety services, the Employer will provide an annual incentive award of \$200 to each employee who successfully meets the standards listed above in all four categories. Participation in the physical fitness incentive program shall be voluntary for employees hired prior to January 1, 1998, and mandatory for employees hired after that date. The physical fitness screening test will be administered by October 31 of each year and the incentive awards will be issued in the first payroll period in December of each year.

Employees hired after January 1, 1998 who fail to meet the aforementioned standards may be subject to discipline pursuant to Article XVIII of this agreement. The Sheriff may grant a waiver to the requirements of this section where the employee's duty assignment does not require that they meet these standards.

- Section 11. a. The Employer agrees to furnish uniforms, shoes, and clothing accessories in accordance with Appendix B. The design and purchase of such uniforms and equipment shall be specified by the Employer. Uniforms and equipment that are damaged or destroyed will be turned in by the employee prior to the reissuance of these items. Equipment or uniforms that are lost shall be replaced at the personal expense of the employee.
- b. All members of the Association normally assigned to wear Class A uniforms and Detectives will be provided with dry cleaning services for their uniforms at the rate of two (2) dry cleanings per week per member up to a total of \$4500 per year.
- Section 12. Deputy Sheriff (Detective) shall receive a \$475 annual clothing allowance.
- Section 13. Employees shall be permitted to take their lunch break as near as practicable to the midpoint of their work shift provided it does not interfere with departmental operations.
- Section 14. The practice of substitution where one employee voluntarily works for another shall be permitted provided that such substitution does not impose additional costs to the Department, is within the same job title, and a supervising officer under whose jurisdiction the substitution will occur gives advance approval. The Employer shall not be responsible for enforcing any agreement made between employees.

APPENDIX A

Section I--1-1-01 to 12-31-01

GRADE	LONGEVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	0.67	28,063 13.44	29,378 14.07	30,610 14.66	31,863 15.26	33,095 15.85	34,389 16.47
2	0.74	30,694 14.70	32,072 15.36	33,387 15.99	34,786 16.66	36,143 17.31	37,438 17.93
3	0.78	32,677 15.65	34,021 16.38	35,663 17.08	37,166 17.80	38,670 18.52	40,215 19.26

GRADE 1 DEPUTY SHERIFF

GRADE 2 DEPUTY SHERIFF (DETECTIVE)

GRADE 3 DEPUTY SHERIFF (SERGEANT)

Section II--1-1-02 to 12-31-02

GRADE	LONGEVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	0.69	28,898 13.84	30,255 14.49	31,529 15.10	32,823 15.72	34,097 16.33	35,412 16.96
2	0.76	31,612 15.14	33,032 15.82	34,389 16.47	35,830 17.16	37,229 17.83	38,565 18.47
3	0.81	33,659 16.12	35,225 16.87	36,728 17.59	38,273 18.33	39,839 19.08	41,426 19.84

GRADE 1 DEPUTY SHERIFF

GRADE 2 DEPUTY SHERIFF (DETECTIVE)

GRADE 3 DEPUTY SHERIFF (SERGEANT)

APPENDIX A

Section III--1-1-03 to 12-31-03

GRADE	LONGEVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	0.71	29,629 14.19	31,007 14.85	32,322 15.48	33,638 16.11	34,953 16.74	36,289 17.38
2	0.78	32,405 15.52	33,867 16.22	35,245 16.88	36,728 17.59	38,169 18.28	39,526 18.93
3	0.83	34,494 16.52	36,102 17.29	37,647 18.03	39,234 18.79	40,841 19.56	42,470 20.34

GRADE 1 DEPUTY SHERIFF

GRADE 2 DEPUTY SHERIFF (DETECTIVE)

GRADE 3 DEPUTY SHERIFF (SERGEANT)

ARTICLE II - GENERAL CONDITIONS

- Section 1. The Association agrees pursuant to Section #210, Subdivision 1, that neither the Association nor any employee represented by the Association shall engage in a strike or shall cause, instigate, encourage, or condone a strike.
- Section 2. There shall be no discrimination against any employee because of race, creed, color, sex or national origin or political affiliation, and further, there shall be no discrimination among employees by virtue of participation or non-participation in Association affairs. References to employees in this agreement designate both sexes. Employees shall not be required to take a polygraph test.
- Section 3. The County agrees to deduct from paychecks and remit to the Association regular membership dues for members of the Association who have signed authorization cards permitting such payroll deductions. It is also agreed to deduct Accident, Health and Life Insurance premiums, and Credit Union deductions.
- Section 4. The Association is granted the privilege of using bulletin boards maintained on the premises and facilities of the County with the exception of those located in the Court House and those specifically designated for legal notices. The boards shall be used only for the following notices:
- a. Recreational and social affairs of the Association;
 - b. Association meetings;
 - c. Association elections;
 - d. Reports of Association Committees;
 - e. Rulings or policies of the State Association.

The posting of any other notices or communications shall require prior approval of the County or its designee.

- Section 5. The County agrees to deduct from paychecks and remit to Council 82, 63 Colvin Avenue, Albany, NY 12206, regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions. It is also agreed to deduct Accident, Health and Life Insurance premiums, and Credit Union deductions. Jefferson County Deputy Sheriff's Association/Council 82, having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Jefferson County Deputy Sheriff's

Association/Council 82, provided that 85% of those employees eligible shall be certified to have enrolled in the union. Employees shall not pay agency shop fees until after six months of employment. The amount to be equivalent to the dues levied by the Jefferson County Deputy Sheriff's Association/Council 82 and the fiscal or dispersing officer shall make such deductions and transmit the sum so deducted to the Jefferson County Deputy Sheriff's Association/Council 82. The Jefferson County Deputy Sheriff's Association/Council 82 agrees to hold the (Employer) safe and harmless because of said deductions. The County agrees that if legislation is passed by the State Legislature and signed by the Governor to mandate agency shop for County Government, the County will comply without further negotiations on this subject.

Section 6. Employees shall be allowed to charge union leave (UL payroll code) for legitimate union business subject to the approval of the Sheriff or his/her designee. The Employer will provide 15 days per year for all union business including grievances, arbitrations, PERB proceedings, labor/management meetings, disciplinary actions, and all other union business. Employees requesting union leave shall follow departmental procedures when seeking approval of such leave. There shall be no accrual of leave under this section.

Delegates to union conventions shall be permitted to attend provided such leave time is within the 15 day annual limit. The excuse time shall not be granted to more than two at any given time. Requests for such leave must be submitted five (5) days prior to such meeting. The Sheriff may waive that provision when the union can demonstrate that the provision could not be met.

ARTICLE III - SENIORITY

Employees seniority shall be defined as meaning the length of continuous service from the last date of hire by the County.

- A. All new and vacant positions will be posted in the appropriate place.
- B. Seniority will be a determining factor for filling all positions within the bargaining unit providing minimum qualifications are met.
- C. Employee seniority shall be defined as meaning the length of continuous service from the last date of hire by the County except where otherwise provided by Civil Service Law. Seniority shall be the determining factor in layoffs.
- D. An employee who has been terminated because of a disability resulting from occupational injury or disease as defined in the Worker's Compensation Law and who has been reinstated or reappointed shall be deemed to have continuous service for the purposes of layoff and retention.
- E. New employees who successfully complete their probationary period shall be notified of same and placed on the seniority list.
- F. Employees who retire, resign or are laid off and are reinstated within one year shall not have a break in continuous service except as otherwise provided in law or rules.

ARTICLE IV - LEAVE

Section 1. Sick Leave

Absence from duty by an employee of Jefferson County by reason of the employee's own sickness or disability shall be allowed as provided in this section and not otherwise. Absence from duty for such reasons, if duly granted by the Sheriff, shall be considered and known as "sick leave".

- A. Sick leave shall be credited to an employee at the rate of 4.6 hours per bi-weekly payroll period.
- B. An employee who is absent on sick leave shall report his absence to his supervisor at the earliest possible time and the reason for the absence.
- C. Approval of sick leave shall be granted by the Sheriff.
- D. Required Medical Certificate
After 3 consecutive days of illness or after 8 cumulative days of illness during a 12 month period, a medical certificate may be required before an employee may return to work. Employment connected injuries are not subject to this provision.
- E. Sick leave may be accrued up to a maximum of 1520 hours or 190 days.
- F. Sick leave time shall be allowable for continuous service, which shall include the total length of service which may have been interrupted due to one or more leaves of absence, and to lay offs not due to any fault of the employee, but, in the event of resignation or discharge of the employee, his accumulated and unused sick leave time shall be cancelled and not paid for.
- G. Sick leave pay is not allowed for absence from duty because of illness or injury purposely inflicted, or caused by willful misconduct.
- H. An employee who fraudulently reports illnesses in order to secure the benefit of sick leave with pay or otherwise abuses the sick leave privileges will be subject to disciplinary action.
- I. Any additional absence up to ten (10) days per calendar year required for death or serious illness in the immediate family where direct medical care of the immediate family member, under doctor's orders, is required, may be charged to sick leave. A verified doctor's excuse will be required in all cases after twenty-four (24) hours have been used in a calendar year. For purposes of this section, immediate family shall include parent, legal guardian, spouse, child, stepchild, or legal dependent residing in the household.

Section 2. Bereavement Leave

- A. All employees shall be allowed three bereavement days for death in the immediate family. Immediate family shall include grandparents, brother, sister, spouse, child, guardian, father or mother of the employee or his spouse.
- B. Bereavement leave shall not be accumulated and shall be credited at the beginning of each calendar year.

Section 3. Maternity and Other Leave Provisions

- A. Leave of Absence Without Pay Under Following Conditions:
 - 1. The employee holding a permanent position shall submit a written notification to her immediate supervisor at least four weeks prior to her anticipated departure and stating the probable duration of such leave. Such leave may be granted for a period of not more than twelve months. In no case shall the total period of leave exceed twelve months except as provided for by Rule XIX of the Civil Service Rules for the Classified Service of Jefferson County.
 - 2. In no case shall the employee be required to leave prior to childbirth unless, in the opinion of the Sheriff, continuous employment may be injurious to the employee's health or her performance, or her attendance becomes unsatisfactory because of the pregnancy.
- B. Leave with Pay - Use of Sick Leave Credits: The use of accumulated sick leave credits may now be utilized for maternity disability in the following manner:
 - 1. Such sick leave credits shall be subject to the rules and regulations within Article IV covering leave, providing that where sick leave credits are utilized for absences of more than three consecutive work days, or after eight cumulative work days in a twelve month period, verification of medical disability and/or inability of the employee to perform her duties may be required before an employee may return to work.

2. For any portion of a leave of absence for maternity purposes, during which time the employee is medically disabled from the performance of her duties, such employee shall be permitted to charge any and all leave credits, including sick leave credits, in the same manner as any other employee who is determined to be disabled. A medical certificate shall be required for any and all such disabilities in order to substantiate payment.

3. Upon return from sick leave of thirty days or more or upon return from a maternity leave of absence without pay, whichever comes first, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform her assignment.

C. Other Leave Provisions:

1. Where an employee, other than an employee entitled to benefits under Section 207-C of the General Municipal Law, is entitled to receive Worker's Compensation disability payments under the Worker's Compensation Law for a disability sustained, arising from, or in the course of employment; they shall elect in writing whether they desire to use accrued sick leave during the period of disability in lieu of receiving Worker's Compensation payments. Such written notice shall be filed with the employing department head, the Workers' Compensation Committee, and the Personnel Department.

(a) Upon receipt of a request for reimbursement from the employing department head, reimbursement at the established worker's compensation rate in each instance will be made by the Workers' Compensation Department for the period of disability paid and reinstatement of sick time shall be made in accordance with the following formula:

$$\frac{\text{Weekly Workers' Comp. disability rate}}{\text{Employees daily rate of pay}} = \begin{array}{l} \# \text{ of sick} \\ \text{leave days} \\ \text{per wk. re-} \\ \text{instated to the} \\ \text{nearest} \\ \frac{1}{2} \text{ day} \end{array}$$

(b) Effective June 30, 1980, Deputy Sheriff's shall be covered for Workers' Compensation under the provisions of Section 207-C of the General Municipal Law. Employees who are determined to be eligible for Section 207-C benefits shall not accrue nor be charged sick leave or vacation credit. Employees who are absent under the provisions of an approved 207-C leave and return to full-time duty shall receive longevity pay effective the payroll period of their return.

2. An employee isolated or quarantined because of exposure to a communicable disease, shall for the purpose of this regulation be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine, to the extent of his accumulated and unused sick leave time.
3. A permanent employee may, in the discretion of the Sheriff, be granted a leave of absence without pay for a period not exceeding one year. An employee may be required to exhaust accrued leave credits, consistent with the allowable use of leave in this contract, prior to the granting of an unpaid leave of absence.
4. On proof of the necessity of jury service or attending court pursuant to subpoena or other order of the court, an employee shall be granted such leave of absence with pay, by the Sheriff. In the event of jury service by an employee of the county, he shall receive his regular pay only, and shall not receive in addition to this the per diem allowed for jury service.
5. When an employee is on a leave of absence for three months or longer the anniversary date for longevity and vacation leave will be adjusted to reflect the leave of absence. Sick leave credits will be earned when an employee is on full pay status for 7 out of 10 days in the preceding payroll period except as noted in C - 1 (B). Days during which the employee is using accumulated sick leave credits, including Worker's Compensation, in excess of 60 calendar days, are not considered to be days on full pay status for purposes of earning sick leave.
6.
 - a. Employees working less than full-time (full-time is defined as working one-half the normal work week on a regular scheduled basis or earning one-half the base salary for the position in the graded salary plan) will not receive benefits.
 - b. Employees who meet the minimum definition for full-time but who work less than the normal work week shall have sick leave, vacation, and holiday benefits granted to reflect the percentage of the total work week. Vacation, sick leave, and holiday credits will be applied retroactively providing the full-time definition has been met.
7. Employees shall suffer no loss of pay to attend interdepartmental promotional civil service examinations held during their regular working hours. The employee shall submit a request for such leave two (2) weeks before the scheduled examination and submit proof that he took the examination.

Section 4. Vacations

- A. Under ordinary circumstances, vacation credits shall be used during the twelve-month period following which they were earned. Only in unusual situations, when in the opinion of the Sheriff the best interests of the county are served by the employee not taking his vacation until some later date, will vacation credits be permitted to be carried over from one twelve-month period to the next, however; any such approved carryover shall be limited to a maximum of 20 days on the employee's anniversary date.

Employees who have accrued vacation balances in excess of 20 days effective 2/3/98 shall have the option of receiving payment for one half of the amount of vacation leave in excess of the 20 day limit and must use the remaining balance of the accrued credit which exceeds the 20 day limit during the life of this agreement.

- B. Vacation credits may be used in a lump sum of the total credits earned as of the beginning date of a vacation, or in separate days, upon the approval of the Sheriff. However, no more than three (3) days of vacation per year may be used in hourly units and no more than two (2) days of vacation per year may be used in one half day units. All vacation over five (5) days must be taken in units of one day or more. For purposes of charging vacation, the amount charged will reflect the normal work day.
- C. Vacation for employees will be assigned on a priority basis, recognizing seniority, for each week of vacation. Employees covered by this article shall indicate their vacation preference in a sign-up held prior to January 1st. It is intended vacations shall be assigned on seniority insofar as this is possible, consistent with the proper operation of the Sheriff's Department. The Sheriff reserves the right to grant or deny any employee's request to take his vacation at a specific time and should it be necessary, the Sheriff reserves the right to require an employee to take his vacation weeks nonconsecutively. The Sheriff shall, on the basis of the sign-up, post a vacation schedule on March 1st.
- D. Legal holidays are not chargeable against sick leave or vacation credits.
- E. Upon the termination of an employee, either by resignation or retirement, and when at least two weeks notice is given by such employee of his intended termination, any unused vacation credits are to be compensated at the employee's regular rate of pay. In the case of retirement time worked from last anniversary date will be prorated and the additional vacation will be credited. In case of death, the Employer shall pay the full current cash value of the deceased's accumulated vacation time to the employee's beneficiary(ies) or estate.

- F. Vacation will be earned on the employee's anniversary date and shall not be used until earned. Vacation will be credited as follows: Upon completion of:

1, 2, 3, 4 years of employment -	13 days per yr.
5 years of employment -	14 days per yr.
6 years of employment -	15 days per yr.
7 years of employment -	16 days per yr.
8 years of employment -	17 days per yr.
9, 10, 11, 12, 13, 14 yrs -	18 days per yr.
15, 16, 17, 18, 19 yrs -	23 days per yr.
20 or more years of employment -	28 days per yr.

Section 5.

1. Under the "28 Day Work Schedule" the 12 annual paid holidays are normally scheduled as one of the three days of a three day pass in twelve of the 28 day work cycles each year. The three day pass contains a holiday day off and this provides progression of the days off on the work schedule, to the extent practical and consistent with proper staffing requirements, as determined by the Sheriff. The regular work week will be 5 consecutive work days plus two days off; except that one week out of the four within the cycle will normally be scheduled for 4 work days plus 3 off days. If due to the fact that proper coverage must be maintained by an employee working 6 consecutive days they will be paid in accordance with the overtime provisions of this contract for actual hours worked in excess of 40 during the workweek as defined in Article 1-A. sec.2. Nothing in this section shall be interpreted to restrict the Sheriff, in his/her discretion under Article VIII - Management Rights.
2. Employees working a legal holiday shall receive time and one-half for hours worked.

ARTICLE V - TRAVEL ALLOWANCE

When an employee is required to use his personally owned automobile in the conduct of the County's business, he shall be reimbursed at the rate in cents per mile which is permitted by the IRS as a tax deduction.

ARTICLE VI - RETIREMENT

The County agrees to continue to provide the New York State 1/50th (Section 75I Retirement and Social Security Law) Retirement Plan or the New York State (Section 89A and 75) 25-year Sheriff's Non-Contributory Retirement Plan and Section 41J as required by law.

Refer to memorandum on Section 89 of the Retirement Law.

ARTICLE VII - HOSPITALIZATION

Section A. The Employer will provide the Jefferson County Government Employees Health Benefits Program in accordance with the plan document as amended. Group Health Incorporated, or a mutually agreed-upon alternate provider, will act as third party administrator for the life of the agreement.

Effective January 1, 2000, the employee cost of individual coverage is \$20 per bi-weekly pay period. The employee cost of family coverage is \$35.00 per bi-weekly pay period. Effective January 1, 2003, the employee cost of individual coverage is \$25.00 per bi-weekly pay period. The employee cost of family coverage is \$40.00 per bi-weekly pay period.

Section B. An employee shall be entitled to enrollment in the Health Insurance Plan after six month of continuous employment.

Section C. The Employer will provide the IRS Section 125 spending account plan for employee contributions. The plan shall be administered in conformance with IRS regulations. The Association shall hold the Employer safe and harmless in the event of changes in the regulations.

Health Insurance coverage upon retirement:

I. Employees hired prior to 1-1-98 shall be eligible to continue health coverage in retirement provided they have met the following requirements:

- A. completion of a minimum of ten years of full-time service with Jefferson County; and
- B. are employed by Jefferson County at the time of retirement; and
- C. are enrolled in the health plan at the time of retirement; and
- D. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System

II. Employees hired or reinstated after 1-1-98 shall be eligible to continue health coverage in retirement provided they have met the requirements of I B., C., and D. of this section and meet the service requirements listed in the following schedule:

<u>County Service</u>	<u>Share of monthly premium or premium equivalent cost</u>	
	<u>Employee Share</u>	<u>Employer Share</u>
10 years' service but less than 15 years	50%	50%
15 years' service but less than 20 years	25%	75%
20 years' service or more	10%	90%

ARTICLE VIII - MANAGEMENT RIGHTS

Subject only to the limitations set forth in this agreement, the County's rights to direct the work force shall be unimpaired. These rights shall include, but not be limited to, the right to decide the number and location of its operations, services to be rendered, and the methods, procedures, and means used in the operation of its services, and the control of the buildings, real estate, materials and all equipment which may be used in operating or supplying its services: to determine whether and to what extent work required in operating and supplying its services shall be performed by employees covered by this agreement, to maintain order and efficiency in all its departments and operations, including the right to hire, lay off, assign, transfer, promote, discipline, discharge, or suspend; to determine the starting and quitting time and the number of hours to be worked; and to take whatever action may be necessary to carry out the mission of the department, office, or agency concerned in accordance with the law.

The above rights of the County are not all inclusive, but indicate the type of matters or rights which belong to or are inherent to the Employer. Any and all rights, powers, and authority the Employer had prior to entering into this agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this agreement.

ARTICLE IX - SAVING CLAUSE

If any article or section of this agreement or any addendum thereto should be held invalid by operation of Law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addendums shall continue in full force and effect.

ARTICLE X - PREVIOUS PRACTICE

All benefits and rights heretofore provided by work rules and regulations, Resolutions, or Local Laws and not specifically provided hereunder shall continue in effect.

ARTICLE XI - MISCELLANEOUS

Copies of this agreement will be available in the office of the Clerk of the Board of Legislators and upon request shall be furnished to any employee within the bargaining unit. Departmental Rules and Regulations shall be available from the respective Department Heads.

Employees shall have the right during regular business hours to examine their personnel file maintained by the Sheriff's Department. Requests shall be made at least 48 hours in advance to the Sheriff or his designee. Such review shall be in the presence of the Sheriff or his designee.

An employee shall be informed of any document to be placed in his personnel file which may have an adverse effect on his employment and/or lead to disciplinary action.

ARTICLE XII - REIMBURSEMENT FOR JOB RELATED INSTRUCTION

This Article is intended to provide tuition reimbursement for job-related courses that are of mutual benefit to the Employer and employee in the direct provision of government services. The review of such courses shall include the relevancy of coursework to an employee's present duties, benefits to accomplishing or improving the Employer's delivery of services, and availability of appropriations.

Course requests must meet the IRS criteria for tax deductible status to be considered for approval.

Subject to the approval of the Department Head and review by the Human Resources Committee of the Board of Legislators, requests for the taking of specific courses at Jefferson Community College intended to improve the abilities of an employee in relation to his job performance will be granted without cost to the employee. Employees who fail to satisfactorily complete a course after the last date for withdrawal without penalty may be required to reimburse the County for the cost of the course pursuant to the decision of the Human Resources Committee. Each employee shall be entitled to a maximum of \$660 in tuition reimbursement each year. The County will not duplicate reimbursement from any source. In addition, tuition will be reimbursed at SUNY rates for courses approved by the department head and Human Resources Committee at other colleges. Said reimbursement shall be upon receipt of satisfactory completion of the course.

ARTICLE XIII - REQUISITE LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIV - TERMINATION

This agreement shall be effective January 1, 2001 and shall continue in effect until December 31, 2003. This contract will expire on December 31, 2003 provided that a new contract has been entered into to take effect on January 1, 2001. If the parties hereto have failed to agree upon a new contract on or before January 1, 2004 all of the terms and conditions set forth in this agreement shall continue in full force and effect until the date of execution of a new agreement, provided, however, that nothing herein contained shall preclude the parties from meeting from time to time to renegotiate their differences.

ARTICLE XV - PERSONAL PROPERTY DAMAGE

Authorized use of an employee's personal property destroyed or damaged in the performance of duty may be replaced or repaired at County expense if approved by the Sheriff.

ARTICLE XVI - LABOR MANAGEMENT MEETINGS

Two representatives of the Association and two representatives of the Employer will meet at mutually agreed upon times to foster communications between the parties and to discuss issues of labor/management concern. A written agenda will be submitted at least ten days prior to the meeting by either party. The Employer and the Association agree to meet and discuss the procedures for annual Performance Evaluations.

ARTICLE XVII - GRIEVANCE

Section 1. A. Declaration of Policy

In order to establish a more harmonious and cooperative relationship it is hereby declared to be the purpose of this procedure to provide for settlement of certain differences between the County's employee and the County government through procedures under which either party may present grievances, free from coercion, interference, restraint, discrimination, or reprisal. The provisions of this resolution shall be liberally construed for the accomplishment of this purpose.

B. Definitions

As used herein, the following terms shall have the following meanings:

- a. "Government" or "Employer" shall mean the County of Jefferson.
- b. "Public employee" or "employee" shall mean any person covered by the terms of this contract.
- c. "Party" shall mean any person covered by the terms of this contract, whether he is an employee or the Employer.
- d. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance.
- e. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of this contract.
- f. The work "days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms hereof.

C. Basic Standards and Principles

- a. Every employee covered by this contract shall have the right to present his grievances to his Employer, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established shall provide the right to be represented at all but the initial stage thereof if the employee so chooses.
- b. It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.
- c. It shall be the responsibility of the Sheriff to take such steps as may be necessary to give effect to the provisions of this procedure.
- d. The informal resolution of differences prior to initiation of action under the formal grievance procedure is to be encouraged.

D. Grievances and Procedural Requirements

- a. Initial Presentation
 - 1. An employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally, within ten (10) days after the grievance occurs.
 - 2. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his superiors to such extent as he deems appropriate, all on an informal basis.
 - 3. Within three (3) days after presentation of the grievance to him, the immediate supervisor shall make his decision and communicate the same to the employee presenting the grievance.
- b. Second Stage
 - 1. If an employee presenting a grievance be not satisfied with the decision made by his immediate supervisor, he may, within five (5) days thereafter, request a review and determination of his grievance by the Sheriff. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and facts relating to it. Such request shall be served upon the Sheriff. Thereupon, and within five (5) days, the immediate supervisor shall submit to the Sheriff a written statement of his information concerning the specific nature of the grievance and the facts relating to it.
 - 2. The Sheriff, or his nominee, will submit the grievance to the Grievance Resolution Committee within five (5) days. This Committee, consisting of two (2) representatives of the Association and two (2) representatives of Management, will review the grievance and seek a consensus for its resolution. If a mutually agreed solution is found, it becomes the Committee's recommendation to the Sheriff for consideration.
 - 3. The Sheriff, or his nominee, may, and at the request of the employee shall, hold a hearing within fifteen (15) days after receiving the written request and statement from the employee. The employee, and his representative, if any, may appear at the hearing and present oral statements or arguments.
 - 4. Within five (5) days after the close of the hearing, or within fifteen (15) days after the grievance has been submitted to him if there be no hearing, the Sheriff, or his nominee, shall make his decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.
- c. Third Stage

In the event the grievance is not satisfied under Stage Two of the grievance procedure, the aggrieved employee and the Association may request a review of the grievance with the Director of Personnel. Such request shall be submitted in the same manner provided in Stage Two of the grievance procedure and shall be submitted within five (5) business days from the conclusion of Step Two. The Director of Personnel will review the grievance within ten (10) business days of receipt of the grievance, with the president of the union or his designee. The Director of Personnel shall

serve a written reply to the aggrieved employee and the Association within ten (10) business days following the close of the Stage Three review.

d. Fourth Stage - Arbitration Procedure

1. In the event the grievance is not resolved after the final step in the grievance procedure described above, the union or the County may submit to arbitration in accordance with the procedure listed below within ten (10) days of the close of the Stage Three review.
2. Either party will have the right to request a list of the names of seven (7) arbitrators from the American Arbitration Association. Upon the receipt of such list, each party will alternately strike three (3) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance. A flip of a coin will determine which party will be the first to strike a name from the list.
3. The arbitrator's decision shall be rendered within thirty (30) calendar days of the conclusion of the hearing.
4. The decision of the arbitrator shall be final in the absence of Human Resources Committee review and action by the Jefferson County Board of Legislators to reverse the decision. The Board shall render a decision within twenty (20) working days of the receipt of the decision by the arbitrator.
5. The arbitrator shall have no jurisdiction to add, modify, detract, or alter the provisions of the agreement. If the grievance concerns matters not covered by the agreement or procedures have not been followed, the grievance shall be denied. Back-pay awards shall be remitted to the date of the filing of the grievance. The County and the Association shall equally share all costs of the grievance and neither party shall be responsible for the other party's individual costs related to the grievance.
6. Time limits may be extended by mutual agreement and a request for extension shall not unreasonably be denied.

ARTICLE XVIII - DISCIPLINE

A. Exercise of Rights

No employee shall be disciplined or otherwise removed except in accordance with the provisions of this Article.

The following procedure shall be the only procedure available to all employees covered by this agreement, which shall also be in lieu of any other procedures that would otherwise be available to employees under Section 75 and 76 of the Civil Service Law.

A disciplinary action or measure may be imposed upon any employee only for just cause. Such disciplinary action or measure shall consist of one or more of the following:

- written reprimand (does not include employee counseling);
- suspension;
- loss of leave credits;
- demotion;
- fines;
- discharge.

Whenever the Employer seeks imposition of any of the above, the employee shall be served a written notice of the specific charges being brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges, including dates, times, and places. Two copies of the charges shall be sent to the employee, one of which may be provided to his union representative.

An employee may be suspended without pay if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents an actual danger to persons or property, or would severely interfere with operations. Suspensions without pay may not exceed thirty (30) calendar days.

When an employee is suspended, every reasonable effort shall be made by the Employer to allow the employee to consult with a union representative before being required to leave the premises.

Disciplinary charges shall be served in writing within five (5) business days of any official verbal notification.

B. Appeals Procedure

An employee against whom disciplinary charges are brought shall have the right to appeal such action. Upon receipt of such notification, an employee shall have five (5) work days to file a grievance in accordance with step two of the grievance procedure. The grievance resolution portion of step two will be waived on disciplinary grievances.

Arbitrators in disciplinary matters shall render an advisory award as to guilt or innocence of the employee. If the determination of the Arbitrator is one of guilt, the award shall contain a recommended penalty. Only in cases where the Employer seeks termination shall the award of the Arbitrator be final and binding on both parties. The Department Head shall make a final decision on the penalty, in non-termination cases, which may not be appealed to the grievance procedure but may be appealed to Article 78 of the CPLR.

A disciplinary matter may be settled at any time. Any settlement shall be reduced to writing. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have a representative of the union or his own attorney present. A copy of the settlement shall be provided to the union. All settlements shall be considered final.

C. Rights of the Parties

Either party may inspect and copy, upon request, any written statements of witnesses or records which are relevant to the disciplinary charges and which are in the possession of the other party in advance of the date of such proceeding.

The local union President or his designee, the aggrieved employee, and necessary employee witnesses shall be allowed to use union leave (UL payroll code) within the time limits established in Article II, section 6 of this agreement for disciplinary hearings or arbitration proceedings which are conducted during their regular working hours.

No employee shall be coerced or intimidated or suffer any reprisal as the result of his exercising the rights guaranteed by this agreement.

No employee shall be brought up on disciplinary charges for acts which occurred more than one year prior to the serving of disciplinary charges upon him, except that the above limit shall not apply to acts which, if approved in a court of appropriate jurisdiction, would constitute a crime. However, his entire employment history may be considered in the determination of the penalty to be imposed. Probationary, provisional, or temporary employees shall not be covered by this article. Since the nature of the discipline and discharge hearing is a matter of serious and private concern to all parties involved, the hearings will be closed to the public and the media.

ARTICLE XIX INDEMNIFICATION

SECTION 1. a. Judgments

- 1) The Employer shall indemnify and save harmless its employees covered by this agreement in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his public employment or duties; provided further that in the case of a settlement the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of the settlement in accordance with the laws, rules, and regulations of the Jefferson County Board of Legislators.
- 2) The Employer reserves the right to provide for said indemnification in any ways it shall choose, including self-insurance or the purchase of insurance on the marketplace, but not limited to such options.

SECTION 2. a. Defense

- 1) The Employer shall provide for the defense of all claims against the employees under this agreement covered by Section 1., a. 1), at no cost to the employee. Legal representation shall be provided in accordance with the terms of the employee's self-insurance plan or purchased coverage, unless otherwise provided for in the terms of purchased insurance. In the event of a conflict of interest, employee shall be so informed and may select a legal representative from a panel of attorneys provided by the Employer. Such representation shall be provided without charge to the employee. Defense of claims against employees by the Employer shall be contingent upon compliance by the employee with the provisions of sections 2., a., 2) and 2., a., 3) of this article.
- 2) An employee served with a notice of claim or summons (with or without a complaint) or a complaint claiming damages arising out of Section 1., a. 1) shall forward such documents to the County Attorney's Office within five (5) calendar days of its receipt together with written details of the exact date, time, and method of service upon the employee. Employee has a continuing duty to forward any further legal papers concerning such claims to the County Attorney (or legal representative when another has been engaged by the Employer or insurer) no later than five (5) calendar days after receipt.
- 3) Any employee involved in any incident which may be the subject of litigation as determined by the Employer must cooperate with the County Attorney's Office in all respects. Such employee must respond promptly to all phone calls and letters and must appear for interviews, hearings, examinations, or other proceedings as directed by the County Attorney or other retained counsel.
- 4) The Employer shall not be obligated to defend or indemnify any employee who unjustifiably fails to comply with the requirements of sections 1., a. 2) or 2., a., 2) or 3).

5) In the event that the Employer declines to defend because it has reasonably determined that the claim or suit is not within the terms of section 1., a. 1), the employee may grieve the Employer's decision at the last step of the grievance procedure.

ARTICLE XX DRUG AND ALCOHOL TESTING

In order to provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Employer may require employees to submit to drug and alcohol testing, consistent with the Code of Conduct, where there is reasonable suspicion to perform these tests. The Employer and the Association agree to meet and discuss procedures for drug and alcohol testing.

APPENDIX B

protect and Serve
Sheriff of Jefferson County

753 City Center Drive West
Watertown, New York 13601

ISSUED EQUIPMENT FOR ADMINISTRATION SUPERVISORS,
& PATROL OFFICERS

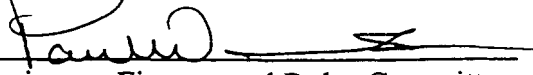
1. I.D. Card
2. Badge
3. Collar Pins
4. Badge Case
5. Stetson
6. 3 - Class 'A' Shirt L/S
7. 3 - Class 'A' Shirt S/S
8. 3 - Winter Weight Trousers
9. 3 - Summer Weight Trousers
10. Summer Shoes
11. Winter Boots
12. Ties
13. Tie Clasp
14. Garrison Belt
15. Name Tags (2)
16. Rain-Coat
17. Patrol Coat (summer weight)
18. Sweater
19. Leather Winter Season Coat
20. Gloves
21. Weapon
22. Leather Gun Belt
23. Speed Loaders
24. Cuff Case
25. Handcuffs
26. Ammo.
27. Penal Law Book
28. Crim. Pro. Law Book
29. V & T Law Book
30. Bullet Proof Vest
31. Radio Holder
32. Rules & Regulations

Address all communications to the Sheriff of Jefferson County
Make all checks payable to the Sheriff of Jefferson County



JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 229

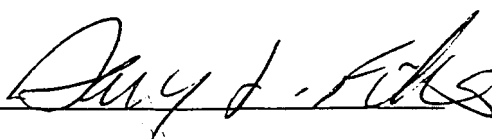
Authorizing Employment Agreement with Jefferson County
Deputy Sheriff's Association Local 3928, AFSCME, AFL-CIO

By Legislator: 
Chairman, Finance and Rules Committee

Whereas, The attached employment agreement between the County of Jefferson and the Jefferson County Deputy Sheriff's Employees Association Local 3928 for the period of January 1, 2001 through December 31, 2004, has been arrived at through collective bargaining in accordance with Civil Service Law.

Now, Therefore, Be It Resolved, That Jefferson County enter into an agreement in the form hereto attached, with the Jefferson County Local of the Deputy Sheriff's Association, and be it further

Resolved, That, pursuant to Section 450 of the County Law, the Chairman of the Board of Legislators be and is hereby authorized and directed to execute said agreement on behalf of Jefferson County.

Seconded by Legislator: 

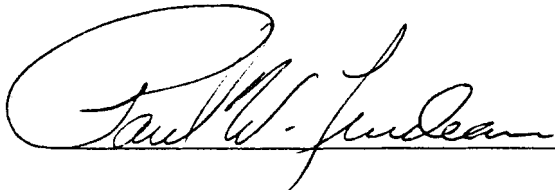
State of New York }
County of Jefferson } ss.:

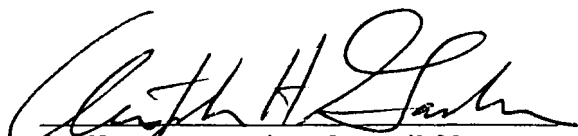
I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 229 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 18th day of November, 20 03 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 13th day of November, 20 03.


Clerk of the Board of Legislators

Jefferson County Deputy Sheriff's
Association



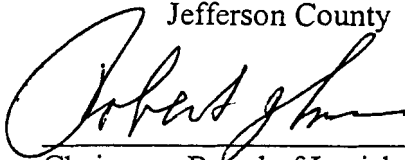


Staff Representative, Council 82
General Counsel



President, Deputy Sheriff's Assoc.

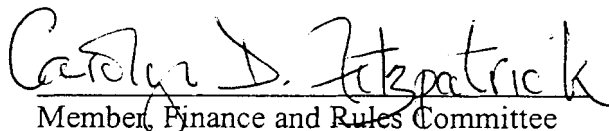
Jefferson County



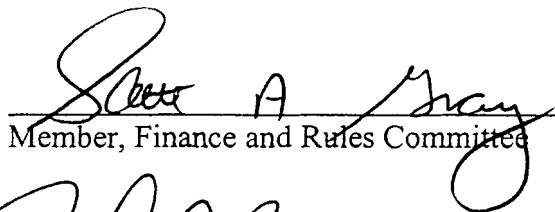
Chairman, Board of Legislators



Chairman, Finance and Rules Committee



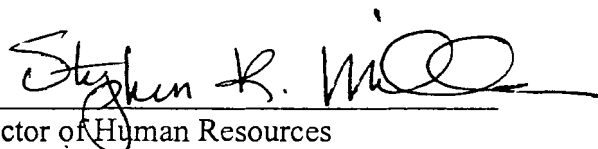
Member, Finance and Rules Committee



Member, Finance and Rules Committee



Sheriff, Jefferson County



Director of Human Resources

The attached Code of Ethics
is provided solely for your
information and is not part
of the contract.

CODE OF ETHICS

ADOPTED BY THE JEFFERSON COUNTY BOARD OF SUPERVISORS ON OCTOBER 6, 1970.

Be it enacted by the Board of Supervisors of the County of Jefferson as follows:

Section 1. Pursuant to the provisions of section eight hundred six of the General Municipal Law, the Board of Supervisors of the County of Jefferson recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of the Resolution to promulgate these rules of ethical conduct for the officers and employees of the County of Jefferson. These rules shall serve as a guide for official conduct of the officers and employees of the County of Jefferson. The rules of ethical conduct of this Resolution as adopted, shall not conflict with, but shall be in addition to any prohibition of article eighteen of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

Section 2. Definition, (a) "Municipal Officer or Employee" means an officer or employee of the County of Jefferson, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a chief engineer or assistant chief engineer.

(b) "Interest" means a pecuniary or material benefit accruing to a municipal officer or employee unless the context otherwise requires.

Section 3. Standards of Conduct. Every officer or employee of the County of Jefferson shall be subject to and abide by the following standards of conduct:

(a) Gifts. He shall not directly or indirectly solicit any gift; or accept or receive any gift having the value of twenty-five dollars or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part.

(b) Confidential information. He shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.

(c) Representation before one's own agency. He shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer, or employee.

(d) Representation before any agency for a contingent fee. He shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency

of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

(e) Disclosure of interest in legislation. To the extent that he knows thereof; a member of the Board of Supervisors and any officer or employee of the County of Jefferson, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board of Supervisors on any legislation before the Board of Supervisors shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.

(f) Investments in conflict with official duties. He shall not invest or hold any investments directly or indirectly in any financial, business, commercial, or other private transaction, which creates a conflict with his official duties.

(g) Private employment. He shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his official duties.

(h) Future employment. He shall not, after the termination of service or employment with such municipality, appear before any board or agency of the County of Jefferson in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.

Section 4. Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the County of Jefferson, or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

Section 5. Distribution of Code of Ethics. The Chairman of the Board of Supervisors of the County of Jefferson shall cause a copy of this Code of Ethics to be distributed to every officer and employee of the County of Jefferson within thirty days after the effective date of this Resolution. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his office or employment.

Section 6. Penalties. In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be fined, suspended, or removed from office or employment, as the case may be, in the manner provided by law.

Section 7. Effective date. The Resolution shall take effect thirty days after it is filed as provided in section twenty-seven of the Municipal Home Rules Law.



ADMINISTRATIVE MEMORANDUM POLICY AND PROCEDURES

County of Jefferson Board of Supervisors Office of County Administrator

Section: PERSONNEL

Issued: 4/90

Subsection: 3:04

Subsection: Smoking Regulations

Page: 1

POLICY:

In the interest of providing a safe and healthy environment for Jefferson County employees and visitors utilizing Jefferson County facilities, and in accordance with the provisions of state legislation, smoking is prohibited throughout facilities owned and operated by the County of Jefferson except in designated and identified smoking permitted areas.

REQUIREMENTS:

1. Smoking is defined as having a lighted cigarette, pipe, or other smoking material.
2. The preference of a non-smoker to smoke free air will prevail over an individual's preference to smoke.
3. Smoking is prohibited in corridors, restrooms, or on stairways; on elevators, in office lobbies, waiting rooms, meeting rooms, conference rooms, assembly spaces, classrooms, and areas containing equipment used by employees in common (i.e., copier and computer).
4. Smoking is prohibited in any enclosed or common work area occupied by more than one person, unless such area is occupied exclusively by smokers.
5. The County shall designate "smoking permitted areas" at County facilities. All designated smoking areas will be clearly marked and equipped with adequate ash receptacles and provided with sufficient ventilation.
6. Smoking shall be prohibited in County vehicles occupied by more than one person unless the occupants of such vehicle agree that smoking be permitted.
7. A private enclosed office, occupied exclusively by a smoker or smokers, may be designated as a "smoking permitted area." However, smokers shall refrain from smoking upon the request of a non-smoker or in the presence of the general public.
8. The Director of Public Health shall develop and implement smoking awareness and cessation programs to inform and assist County employees. Release time and County sponsorship will be provided to encourage participation in County cessation programs.
9. All areas where smoking is prohibited shall be clearly marked with "no smoking" signs utilizing the international "no smoking" symbol. Copies of the policy shall be conspicuously posted and available upon request.
10. All County employees shall be made aware of and provided a copy of this policy.

PROCEDURES:

1. Department heads shall be responsible for the enforcement and compliance with this policy within their departmental work areas.
2. It is the department head's responsibility to ensure their employees are aware of smoking restrictions, resolve conflicts involving smoking, and uphold the non-smokers reasonable objections if problems cannot be resolved.
3. The Buildings Department Security personnel shall be responsible for enforcement and compliance within all publicly accessible areas throughout the County buildings.
4. The Building Superintendent shall be responsible for the designation and signing of all "no smoking" and "smoking permitted" areas.
5. In work areas where space is shared by two or more employees, reasonable efforts should be made to accommodate individual preferences. If problems cannot be resolved, then the non-smokers objections shall prevail.
6. Any questions or complaints concerning the implementations of this policy should be reviewed with the department head. If unresolved, it should be referred in writing to the Office of the County Administrator.
7. Instances of failure to comply with this policy shall be reported to the County Administrator. The County Administrator shall keep the Board Chairman and jurisdictional committee of the Board apprised of non-compliance and initiate appropriate corrective action.

REFERENCES:

1. New York State Public Health Law Article 13-E
2. Jefferson County Board of Supervisors Resolution No. 73

EFFECTIVE: April 1, 1990

ISSUED:

James W. Wright
County Administrator



ADMINISTRATIVE MEMORANDUM POLICIES AND PROCEDURES

County of Jefferson

Board of Legislators

Office of the County Administrator

Section: Human Resources

Issued: 5/00

Subsection: 3.06

Subsection: Sexual Harassment

Revised:

Page: 1

POLICY: Sexual Harassment

Jefferson County is committed to serving the public efficiently and effectively, and to providing its employees, clients and patrons with an environment which is conducive to optimum performance. Any form of discriminatory behavior prevents employees from performing up to their fullest potential and also creates an offensive and adverse environment for employees and clients. Sexual harassment is a form of unlawful discrimination and is a violation of Jefferson County policy.

REQUIREMENTS:

1. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
 - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
2. Sexual harassment is prohibited conduct for all Jefferson County employees and constitutes grounds for disciplinary action.
3. All County employees shall be made aware of and provided a copy of this policy.

PROCEDURES:

1. Department heads shall have the primary responsibility for enforcement and compliance with this policy.
2. All employees of Jefferson County are responsible to notify their supervisor or Department Head immediately regarding incidents of sexual harassment. If the supervisor is alleged to be the individual who engaged in sexual harassment the notification will be made directly to the Department Head. If the Department Head is alleged to be the individual who engaged in sexual harassment the notification will be made directly to the Director of Human Resources or his/her designee.



ADMINISTRATIVE MEMORANDUM POLICIES AND PROCEDURES

County of Jefferson		Board of Legislators	Office of the County Administrator
Section:	Human Resources	Issued: 5/00	Subsection: 3.06
Subsection:	Sexual Harassment	Revised:	Page: 2

3. Allegations of sexual harassment will be investigated promptly and thoroughly. Investigations will be handled in a professional manner while maintaining confidentiality except as is reasonably necessary to investigate and remedy the matter.
4. If an employee feels that he or she has been subjected to sexual harassment, an attempt may be made to resolve the problem through informal procedures if such a course of action is appropriate under the circumstances.
5. If the employee feels that informal resolution of the matter is not appropriate or if an attempt at informal resolution was ineffective, the employee shall make a written report using the official complaint form through his/her immediate supervisor or the Department Head. If the employee is unable to make the report of harassment to his/her immediate supervisor or the Department Head, the report will be made to the Director of Human Resources or his/her designee. (Jefferson County Office Bldg., 2nd Floor, 175 Arsenal St., Watertown, N.Y., ph. # 785-3147)
6. If a complaint of sexual harassment is made and an inquiry indicates that the charge is unlikely to be resolved informally, or an attempt at informal resolution has been unsuccessful, then the Department Head or the Director of Human Resources may institute more formal procedures to correct the problem.
7. Threats or other forms of intimidation and retaliation against a complainant or any other party reporting or acting pursuant to this policy are violations of the policy and constitutes grounds for disciplinary action.
8. Knowingly making a false report impedes the effectiveness of this policy and constitutes grounds for disciplinary action.

REFERENCES:

1. Jefferson County Board of Legislators' Resolution No. 133, 2000.
2. Title VII Civil Rights Act of 1964.
3. Civil Rights Act of 1991.
4. New York State Executive Law §290 *et seq.*



ADMINISTRATIVE MEMORANDUM POLICY AND PROCEDURES

County of Jefferson Board of Supervisors Office of County Administrator

Section: PERSONNEL

Issued: 12/89

Subsection: 3.03

Subsection: Drug Free Workplace

Revised:

Page: 1

POLICY:

Jefferson County shall maintain a drug-free and alcohol-free workplace. The unlawful use, possession, manufacture, dispensing, or distribution of controlled substances or the use of alcoholic beverages by a County employee in the workplace is prohibited. As a condition of employment, County employees are required to abide by the terms of this policy.

REQUIREMENTS:

1. A. Employees shall notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- B. In the event that an employee so convicted is employed in a position funded by a federal grant, the department head shall notify the federal grantor agency of such conviction within ten days from the date that the employee has provided notice or the department head has otherwise become aware of such conviction.
- C. Within thirty days of receiving notice of or becoming aware of such conviction, the department head shall initiate appropriate personnel action against such employee, up to and including termination and/or requiring such employee to participate satisfactorily in a drug abuse or alcohol abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. Each case requiring personnel action shall be considered and evaluated on its own merits and, where applicable, the action shall be consistent with the terms of existing collective bargaining agreements.
2. The Director of Personnel and the Director of Community Services shall cooperatively develop and implement a drug-free and alcohol-free awareness program to inform employees about:
 - A. The dangers of drug and alcohol abuse in the workplace.
 - B. The County's policy of maintaining a drug-free and alcohol-free workplace.
 - C. Any available drug and alcohol counseling and rehabilitation programs.
 - D. The penalties that may be imposed upon employees for drug abuse and alcohol abuse violations occurring in the workplace.
3. All County employees shall be made aware of and provided a copy of this policy.
4. Instances of failure to comply with this policy shall be reported to the County Administrator. The County Administrator shall keep the Board Chairman and jurisdictional committee of the Board apprised of non-compliance and initiate appropriate corrective action. Any question relative to the intent of this policy shall be subject to a determination of the appropriate jurisdictional committee of the Board or the Board of Supervisors if necessary.

REFERENCES:

1. Jefferson County Board of Supervisors Resolution No. 352, 1989
2. Drug-Free Work Place Act, Public Law 100-690, Title V, Subtitle D

EFFECTIVE: Immediately

ISSUED: November 21, 1989

James W. Wright
County Administrator

